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COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
CIVIL ACTION NO. 2276 CV 212

ANN GROCHMAL,
Plaintiff,

v.

AMERICAN INSTITUTE FOR ECONOMIC RESEARCH;
GREGORY M. VAN KIPNIS;
JEFFREY TUCKER,
Defendants.

REMOTE DEPOSITION OF JEFFREY TUCKER, taken on behalf of the Plaintiff, pursuant to the applicable provisions of the Massachusetts Rules of Civil Procedure, appearing remotely before Ariane L. Baker, Certified Shorthand Reporter and Notary Public within and for the Commonwealth of Massachusetts, appearing remotely from Plymouth County, Massachusetts, on July 16, 2024, commencing at 10:00 a.m.

TUCKER COURT REPORTING, INC.
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Norwell, Massachusetts 02061
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or that fur.

Q. Do you remember who the persons were that were putting on the furs?

A. Well, there was a number of people milling around, and I don't recall, you know, precisely who -- who was there, who was not there, but there were a number of people -- maybe residents, guests, visitors, whatever -- putting on furs. She walked through.

Q. Who walked through, Ann Grochmal?

A. Yes, she did. This was in the front hallway where the front -- where the entrance to the house is and where the closet was.

Q. Right. You all were leaving in a van -- to get into a van to go on the Birmingham, Alabama trip, right?

A. You know, I don't have any -- I don't have a sense that there was any relationship between these two things. So I don't -- I can't really follow what it is -- the -- the trajectory of time you're -- you're mentioning here at all.

Q. Okay. With your recollection, where people were putting -- other people were putting on furs, do you remember asking others to tell the women with the furs on that they were -- they looked beautiful?

MS. MURPHY: Objection.

MS. KENNEDY: Objection.

A. I do not remember that specific occasion. You had previously asked me if I can imagine myself ever saying that, and I conceded that it is possible I suggested that somebody say this fur looks good.

Q. Did you ever encourage anybody to wear pearl necklaces at AIER?

MS. KENNEDY: Objection.

MS. MURPHY: Objection.

A. No.

Q. Did you ever tell females at AIER how to sit?

MS. MURPHY: Objection.

MS. KENNEDY: Objection.

A. Telling females how to sit, no. I will add that I sometimes would -- Yeah. I'm not going to add anything to that. No.

Q. Do you remember saying anything else in the context of manners, etiquette with respect to how women sit?

MS. KENNEDY: Objection.

MS. MURPHY: Objection.

A. You know, the question seems insinuare. There might have been some discussion about should you sit up straight, should you slouch in some context of this or

that.

Q. What about how instructing females at AIER where to place their legs and whether to cross them or -- or keep them close together?

MS. MURPHY: Objection.

MS. KENNEDY: Objection.

A. I don't know anything about that subject.

Q. I didn't hear you.

A. No.

Q. Did you ever tell Michele Kearns how to sit at AIER?

MS. MURPHY: Objection.

MS. KENNEDY: Objection.

A. No.

Q. Have you ever been accused of sexual harassment?

MS. MURPHY: Objection.

MS. KENNEDY: Objection.

A. Well, I'm going to say yes.

Q. How many times?

A. Once. It was at AIER. It was -- My understanding is it was determined that it was not true and the case was resolved on different -- on different grounds.

Q. What was the name of the person that accused you

of sexual harassment at AIER?

A. Nobody at AIER accused me of sexual harassment, to my knowledge.

Q. What was the name of the -- Okay. What was the name of the person who accused you of sexual harassment?

A. There was a contractor -- a brief contractor who filed a complaint. The complaint was looked into it and dismissed. The case was settled.

Q. Was this contractor with AIER?

A. It was a brief contractor, yes, who -- who visited the house once or twice. And after her contract was -- ended long after she submitted a complaint to AIER, it was investigated, dismissed; the case was -- was settled.

Q. What was the person's name?

A. I don't recall.

Q. Was it Alexandra Hudson?

MS. KENNEDY: Objection.

MS. MURPHY: Objection.

A. That is her name. I don't know the terms of the settlement, so I'm --

MS. MURPHY: Objection. I'd like to --

THE WITNESS: Yeah.

MS. MURPHY: -- instruct --

Well, Counsel --

MS. KENNEDY: He's testified that he doesn't remember; he doesn't know. He's testified the case was dismissed on different grounds. I don't understand your question, but he said -- or settled. He doesn't -- He said he doesn't recall, so I think that's his answer.

MS. MACLELLAN: I'm going to object to the speaking objection. He said he remembered that it was Alexandra Hudson. I think what Attorney Murphy's contention is that she doesn't want Mr. Tucker to speak about the terms of any settlement agreement.

MS. KENNEDY: Well, I think he doesn't know the terms. He said he doesn't -- I mean, he wasn't a party to it --

MS. MACLELLAN: Well, Counsel --

MS. KENNEDY: -- but you may ask him that. Go ahead. I think that's what he testified, but if you disagree, go ahead and ask him.

But I will agree that you -- If you spoke to any counsel, Jeffrey, about this or -- you may not answer that question and do not.

BY MS. MACLELLAN:

Q. Mr. Tucker, did you sign a settlement agreement with Ms. Hudson?

MS. MURPHY: I'm going to -- I'm going to instruct Mr. Tucker not to answer that question. Attorney MacLellan, you -- you, obviously having represented the individual we're speaking of, are well aware of the provisions in any settlement agreement that was signed, as well as the parties to it, and so I would instruct Mr. Tucker not to answer any further questions as to what he signed, when he signed it, any terms, if any, that he -- he might recall.

MS. MACLELLAN: I object to that.

MS. KENNEDY: I also just -- I will add to that that I said, Allison, that if there is anything having to do with counsel, any confidentiality, anything like that, he may not answer. So I will also instruct him not to answer that question. Do not answer that question.

MS. MACLELLAN: Excuse me. May I have -- Is everyone done objecting? Yes. I'm not asking him about the content. My question was did you sign it.

MS. KENNEDY: And I'm instructing him not to answer. Do not answer that.

BY MS. MACLELLAN:

Q. Okay, sir. One moment, please.

MS. MACLELLAN: What -- Just for the

record, Attorney Kennedy, what is your basis for telling him not to answer?

MS. KENNEDY: I don't need to tell you. I'm just telling him not to answer.

MS. MACLELLAN: You actually do because you can't instruct him not to answer for very limited circumstances. So I'm asking you what your basis is, and we can --

MS. KENNEDY: My -- My circumstance is I already explained to you earlier in the objection, if you were listening. I understand that this had -- he was represented by counsel and that it's a confidential agreement. No one is supposed to be talking about that. I understand -- I have not read it, but I understand there's a confidentiality portion of it and he is not supposed to be discussing it in any circumstances, and I'm instructing him not to answer on that basis.

MS. MACLELLAN: My question was not regarding the content of the agreement. It was -- My question was did you sign it. And my understanding is that you're instructing him not to answer based on questions about the content of the agreement; is that correct?

MS. KENNEDY: No, that is not correct.

MS. MACLELLAN: Tell me again then.

Put it on the record.

MS. KENNEDY: I don't need to tell you again.

MR. SCHNEIDERMAN: Wait. If it's a --

MS. KENNEDY: You know, let's move on. I've already instructed --

MR. SCHNEIDERMAN: If it's privileged -- Allison, if it's a privileged --

MS. MACLELLAN: Hold on.

MR. SCHNEIDERMAN: -- based objection --

MS. MACLELLAN: Hold on.

MR. SCHNEIDERMAN: -- and she gave -- and she gave her objection.

MS. MACLELLAN: Hold on.

MR. SCHNEIDERMAN: It's a privileged based objection.

MS. MACLELLAN: Attorney Schneiderman, you are not the taking attorney. You do not get to object. You do not get to speak. You are observing.

MS. KENNEDY: I disagree.

MS. SCHNEIDERMAN: I can speak whenever -- Wait. Wait. Wait.

MS. MACLELLAN: You cannot. You

cannot. One attorney is defending. One attorney can object. This is not a tag team. If you wanted to speak, you should be taking --

MR. SCHNEIDERMAN: If you just would -- If you'd do me a favor and you just send me that -- that rule, I'll be happy to take a look at it. What I'm just trying to say is just to clarify her objection for you --

MS. MACLELLAN: Attorney Schneiderman, you cannot clarify. You are not the taking attorney. You are -- This is not --

MR. SCHNEIDERMAN: Allison, I mean, are you trying to be like objectionable for the -- I mean, what I'm just trying to do is just explain her objection for you.

MS. MACLELLAN: I don't need you to explain. My point is you don't get to explain her -- her objection because you --

MR. SCHNEIDERMAN: All right. All right.

MS. MACLELLAN: -- are not the taking attorney.

MS. KENNEDY: All right. You know what, Allison --

MR. SCHNEIDERMAN: All right. This

is -- Allison, you're doing -- This is going very well, so...

MS. KENNEDY: Allison, you know what, you're the one who was complaining about timing. You know, you spent 20 minutes talking about David Duke. We need to move on. And I've instructed him not to answer. If you you're not satisfied with this, we'll -- we'll suspend, but I am -- He is not answering about any confidential agreement that he signed or not signed. Regardless, I'm not -- I'm not allowing him to answer something that was confidential, something that he was advised by counsel, and we're moving on.

MS. MACLELLAN: Attorney Kennedy --

MS. KENNEDY: So it's your -- It's your choice. We either stop or --

MS. MACLELLAN: Go ahead. You can finish, and then I will talk and I -- you can let me talk uninterrupted. Go ahead. Finish what you're saying.

MS. KENNEDY: I did finish.

MS. MACLELLAN: You're done. Okay. So you keep talking about time. I'm not in a rush. I'm here to depose Mr. Tucker. I have all day, so time is not my consideration. It's my deposition. I will take it as I see fit.

Secondly, you should know that there are very limited circumstances under which you can instruct your client not to answer, and that's what I want on the record. I am, to be clear, not asking him the content of that agreement. I asked him if he signed it. That's it.

MS. KENNEDY: And I'm instructing him not to answer. And if you have a problem with that, we're done.

MS. MACLELLAN: Yeah.

BY MS. MACLELLAN:

Q. Okay. Were you aware, Mr. Tucker -- strike that.

Alexandra Hudson, did she report to you? Did you hear my question?

A. Yeah. I'm just thinking about it.

Q. Okay.

A. She -- She was hired as a contractor, and we awaited the nature of her content, and she would submit to me articles, and I would accept them or not or help them with her -- with her or not. This was not in person. It was remote. But very often, I couldn't -- I couldn't use what she was submitting and -- and -- Yeah. That's it.

Q. You said she was hired as a contractor for AIER. What was -- What was she hired to do?

A. Be a content provider, maybe -- A content